



MRC Form No. 21
2/25/43

~~CONFIDENTIAL~~

1. Assignment. (a) Contractor shall not, without the prior written consent of Metals Reserve, sell, assign or pledge this Contract or any of its rights, powers, privileges, duties or obligations hereunder. (b) Metals Reserve may assign its interest under this Contract to any other branch or agency of the Government of the United States of America, and upon such assignment such assignee shall acquire all the rights, powers and privileges of Metals Reserve hereunder and shall be bound by all the duties and obligations of Metals Reserve hereunder, and Metals Reserve shall thereby cease to have any rights, powers, privileges, duties or obligations hereunder, it being expressly understood that any such assignment by Metals Reserve of its interest in this Contract shall be subject to all the rights, powers and privileges of Contractor hereunder and shall be conditioned upon such assignee's assuming all duties and obligations of Metals Reserve hereunder

2. Non-Waiver Clause. The failure of either the Contractor or Metals Reserve to insist, in any one or more instances, upon the performance of any of the terms, covenants, and conditions of this Contract shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect

3. Notice. Notice to either party hereto shall be sufficient only if given in writing addressed to such party at the address set forth in the Contract, or, if the Contract designates an Agent, to such Agent as Agent's address as set forth in the Contract, or to such other address as either party for itself may hereafter specify to the other in writing

4. Default. Notwithstanding any other provisions of the Contract to which this Exhibit A is attached, Metals Reserve may, by notice in writing to Contractor, cancel this Contract or any part thereof at any time, without payment of damages or penalty of any kind for such cancellation, in the event (a) a receiver, liquidator or trustee is appointed for Contractor or its property, or Contractor makes an assignment for the benefit of creditors, or Contractor becomes insolvent, or a petition is filed by or against Contractor pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Contractor a bankrupt, or for the reorganization of Contractor, or for the purpose of effecting a composition or rearrangement with Contractor's creditors, and such receiver, liquidator, or trustee is not discharged or any such petition filed against Contractor is not dismissed within sixty (60) days, (b) of the liquidation or dissolution of Contractor (if Contractor is a corporation), whether voluntary or involuntary, (c) of default by Contractor in the performance of any of the terms, conditions or covenants of this Contract or any amendment or supplement thereto and the failure of Contractor to cure such default within thirty (30) days from the giving of a written notice of such default by Metals Reserve to Contractor, (d) of the determination by Metals Reserve that Contractor obtained this Contract for the purpose of speculation.

5. Governing Law. This Contract shall be construed under and governed by the law of the State of New York

6. Contingent Fees. Contractor warrants that Contractor has not employed any person to solicit or procure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give Metals Reserve the right to deduct from any amounts due Contractor from Metals Reserve the amount of such commission, percentage, brokerage, or contingent fee or to recover said amount upon making demand therefor, without prejudice to any other rights of Metals Reserve

7. Members of Congress. No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

8. Compliance with Applicable Laws. In the performance of this Contract, Contractor shall comply with and give all stipulations and representations required by any applicable Federal, state, municipal or local law, or Executive order, or any applicable rules, orders, regulations or requirements of any government department or bureau, including the provisions of and regulations under Walsh-Healey Act (49 Stat 2036-2039) which are hereby incorporated herein by reference, but nothing herein contained shall be considered as preventing Contractor from contesting in good faith the validity of such law, rule, order, regulation or requirement or any charge that Contractor has not complied therewith. Contractor expressly agrees to comply with the applicable provisions of Executive Order 9301 establishing a minimum wartime work-week of forty-eight hours and any modifications thereof and any regulations issued pursuant thereto. Pursuant to Executive Order No. 8802 dated June 25, 1941, Contractor hereby agrees that Contractor will not discriminate against any worker because of race, creed, color or national origin.

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